

Panaji, 24th February, 2011 (Phalguna 5, 1932)

SERIES II No. 48

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/2000-AH (Misce)/5351

On his repatriation to the Directorate of Animal Husbandry & Veterinary Services, Panaji, Dr. Agostinho A. R. Misquita, Veterinary Officer is posted at Veterinary Dispensary, Netravali with immediate effect.

Dr. Agostinho A. R. Misquita shall draw his salary against the Budget Head 2403—Animal Husbandry, 00—,102—Cattle & Buffalo Dev., 05—Key Village Scheme, 01—Salaries (NP).

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Director (AH) & ex officio Joint Secretary.

Panaji, 21st February, 2011.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 42/4/2008/TS/RCS/3224

Read: This Office Order No. 42/4/2008/TS/RCS dated 30-04-2009.

In partial modification of the above referred Order and in exercise of the powers conferred

under Section 4 of the Goa Co-op. Societies Act, 2001 (hereinafter referred as "the said Act"), the Government is pleased to confer the powers of the Registrar under the said Act and the Goa Co-op. Societies Rules, 2003 made thereunder as indicated in the column 2 of the officer specified in column 1 of the Schedule.

SCHEDULE

Officers	Powers
Asstt. Registrar of Co-op. Societies Execution/Arbitration, North Goa District, Panaji/South Goa District, Margao	(a) Sections: 82, 83, 85, 86, 87, 88, 89, 91, 91A, 91B, 91C, 91D.
	(b) Rules: 115, 117, 118, 119, 120, 121, 122, 123, 124.

Upon delegation of powers conferred under above referred Sections and Rules, the Execution/Arbitration cases shall be exclusively dealt with by the Asstt. Registrar of Co-op. Societies Execution/Arbitration, North Goa District, Panaji/South Goa District Margao. All the Execution/Arbitration cases files which are in the custody/possession of the Asstt. Registrar of Co-op. Societies, South, Margao/North, Mapusa/Central, Panaji/Dairy, Ponda shall be transferred to the Asstt. Registrar of Co-op. Societies Execution/Arbitration, North Goa District, Panaji/South Goa District, Margao respectively with immediate effect.

By order and in the name of the Governor of Goa.

P. K. Velip Kankar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 17th February, 2011.

Department of Education, Art & Culture

Directorate of Technical Education
College Section

—
Order

No. 16/41/98/GV/DTE/458

Ex-post facto sanction of the Government is hereby accorded for grant of extraordinary leave to Smt. Geeta Varkey, Lecturer in Computer Engineering of Goa College of Engineering, Farmagudi, Ponda-Goa from 23-08-2005 to 31-01-2010 as per Rule 32 of C.C.S. Leave Rules, 1972 read with 12 of the said Rules.

This period of extraordinary leave will not be accounted for the bond period to be served by Smt. Varkey.

Certified that Smt. Geeta Varkey, Lecturer in Computer Engineering would have continued to officiate in the same post but for her proceeding on leave. She is reposted to the same post on expiry of the leave.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education
& ex officio Additional Secretary.

Porvorim, 16th February, 2011.

Order

No. 16/41/97/DTE/482

Ex-post facto sanction of the Government is hereby conveyed for curtailment by 2 months 6 days of Study Leave granted to Ms. Sangeeta L. Mahaddalkar, Lecturer, Electrical and Electronics Engineering Department of Goa College of Engineering, Farmagudi, Ponda-Goa, vide Order No. 16/41/97/DTE/2615 dated 08-12-2008 sanctioned for the period from 03-11-2008 to 02-11-2010. The effective study leave will therefore be for the period 03-11-2008 to 27-08-2010 with permission to suffix 28-08-10 and 29-8-2010 being Saturday and Sunday respectively.

She is allowed to join duty with effect from 30-08-2010 and is posted back as Lecturer on the same post in Electrical and Electronics Engineering Department at Goa College of Engineering, Farmagudi, Ponda-Goa.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education
& ex officio Additional Secretary.

Porvorim, 17th February, 2011.

Department of Finance

Directorate of Accounts

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Order

No. DA/Admn/45-3/2010-11/TR-4950/113

Government is pleased to extend the ad hoc promotion of the following Assistant Accounts Officers under Common Accounts Cadre for a further period of 3 months from 23-02-2011 to 22-05-2011 or till the dates the posts are filled on regular basis, whichever is earlier.

1. Smt. Joanita S. Dias.
2. Shri Ramesh Mahale.
3. Smt. Sandhya Korde.
4. Shri Surya Chodankar.
5. Smt. Sailee B. Amonkar.
6. Shri Dattaram Parulekar.

By order and in the name of the Governor of Goa.

P. S. Gude, Director of Accounts & ex officio
Joint Secretary.

Panaji, 17th February, 2011.

Order

No. DA/Admn/45-3/2010-11/TR-4962/114

Government is pleased to extend the ad hoc promotion of Shri Eknath Palkar, Assistant Accounts Officer under Common Accounts Cadre for a further period of 3 months from 24-11-2010 to 23-02-2011, or till the dates the posts is filled on regular basis, whichever is earlier.

This issues with the approval of Goa Public Service Commission.

By order and in the name of the Governor of Goa.

P. S. Gude, Director of Accounts & ex officio
Joint Secretary.

Panaji, 18th February, 2011.

Order

No. DA/Admn/45-2/2010-11/TR-4963/115

Government is pleased to extend the ad hoc promotion of the following Dy. Director of Accounts/Accounts Officer under Common Accounts Cadre for a further period of 3 months from 23-02-2011 to 22-05-2011 or till the dates the posts are filled on regular basis, whichever is earlier.

1. Shri Jagannath S. Sawant.
2. Shri Premnath P. Naik.

By order and in the name of the Governor of Goa.

P. S. Gude, Director of Accounts & ex officio Joint Secretary.

Panaji, 18th February, 2011.

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Department of Home

Home—General Division

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Order

No. 1/6/2008-HD(G)

Government of Goa is pleased to re-employ and appoint Shri B. S. Nabar as Consultant/OSD of Forensic Science Laboratory on contract basis initially for a period of one year from the day he assumes charge of his duties/post on the following terms and conditions:

- i. Rs. 25,000/- consolidated pay per month without any link to his pension or his last gross salary.
- ii. Applicable H.R.A. as applicable to Group 'A' officer of corresponding pay scale.
- iii. Office staff and transport for official duties (To be provided by Police Department).
- iv. TA/DA as admissible to Group 'A' post as per his pay, when required to go out of headquarter on official duties.
- v. Reimbursement of Medical expenses as applicable to Government Officials of corresponding status under Central Service (Medical Attendance) Rules, 1944.

His appointment is subject to his execution of the Agreement specifying the terms and conditions of his re-employment.

The same has been approved by the Cabinet in its XXXXVIIth meeting held on 20-01-2011.

This issues with the concurrence of Finance (Budget) Department vide their U. O. No. 2498 dated 07-12-2010.

By order and in the name of the Governor of Goa.

V. P. Dangi, Under Secretary (Home).

Porvorim, 15th February, 2011.

Order

No. 1/6/2008-HD(G)

Ex-post facto approval of the Government is hereby accorded for re-employment of Dr. T. S. N. Murthy as Consultant Forensic Expert to the Government of Goa w.e.f. 22-10-2009 to 04-08-2010 on the following terms and conditions:

- i. Rs. 25,000/- consolidated pay per month without any link to his pension or his last gross salary.
- ii. Applicable H.R.A. as applicable to Group 'A' officer of corresponding pay scale.
- iii. Office staff and transport for official duties (To be provided by Police Department).
- iv. TA/DA as admissible to Group 'A' post as per his pay, when required to go out of headquarter on official duties.
- v. Reimbursement of Medical expenses as applicable to Government Officials of corresponding status under Central Service (Medical Attendance) Rules, 1944.

The same has been approved by the Cabinet in its XXXXVIIth meeting held on 20-01-2011.

This issues with the concurrence of Finance (Budget) Department vide their U. O. No. 2498 dated 07-12-2010.

By order and in the name of the Governor of Goa.

V. P. Dangi, Under Secretary (Home).

Porvorim, 15th February, 2011.

Notification

No. 19/10/2010-HD(G)

In pursuance of the provisions of Section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Government of Goa is pleased to accord consent to the extension of powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Goa for the investigation of footage showing PSI Sunil Gudlar in company of two foreign ladies, removing some substance which is dark in colour and accepting some articles from them and their conversation for the offences u/s 380, 409, 120 (B) IPC and Sec. 7, 11, 12, 13(1) C and 14(1) D of Prevention of Corruption Act, 1988 and Sec. 8-C r/w 28, 29, 30, 31 & 59 (2) (b) of NDPS Act, 1985 in FIR No. CID/CB Police Station Crime No. 03/2011 dated 07-01-2011 registered at CID, Crime Branch,

Dona Paula, Panaji-Goa and subsequent events in connection with this matter and any other offence/offences committed in the course of the same transaction or arising out of the same facts.

By order and in the name of the Governor of Goa.

V. P. Dangi, Under Secretary (Home).

Porvorim, 16th February, 2011.

Notification

No. 19/10/2010-HD(G)

In pursuance of the provisions of Section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Government of Goa is pleased to accord consent to the extension of powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Goa for the investigation of alleged Goa State Police and Drug Dealer Nexus for offences punishable u/s 380, 409, 120-b IPC, Sections 7, 11 & 12 of Prevention of Corruption Act, 1988 and Section 8-c r/w 28, 29, 30, 31 & 59-b of NDPS Act, 1985 in FIR No. CID/CB Police Station Crime No. 16/2010 dated 10-03-2010 registered at CID, Crime Branch, Dona Paula, Panaji-Goa and subsequent events in connection with this matter and any other offence/offences committed in the course of the same transaction or arising out of the same facts.

By order and in the name of the Governor of Goa.

V. P. Dangi, Under Secretary (Home).

Porvorim, 16th February, 2011.

Department of Information & Publicity

Order

No. DI/INF/Cable-Net/2007/6203

Sub.: Monitoring Committee for private Television Channels at the State level.

Whereas, as per Section 2 of the Cable Television Networks (Regulation) Act, 1995, the District Magistrate, North Goa District and South Goa District are designated as "Authorized Officers" within their local limits of jurisdiction by the State Government. And whereas as per Sections 11 and 12 of aforesaid Cable Act, the Authorized Officers have the powers to seize and confiscate the equipment of the cable operator for violation of Sections 5 and 6 of the Cable TV Networks

(Regulation) Act, 1995 i.e. violation of Programme code and Advertisement code prescribed under rule 6 and rule 7 of the Cable Television Network Rules, 1994 respectively. And whereas, it has been noticed that enforcement of said Act in many parts is not satisfactory either due to lack of knowledge or mechanism to enforce the same. And whereas it was unanimously agreed in the 25th Conference of State and UT Minister of Information and Cinematography (SIMCON) held on 16th April, 2005 at Vigyan Bhawan, New Delhi that an enforcement mechanism needs to be constituted to enforce the provision of Cable Television Network Rules, 1994.

Now, therefore, it has been decided to constitute a "Monitoring Committee for Private Television" at the State level to enforce Cable Act & Rules. In pursuance of this decision, a Committee with the following as members is hereby constituted to function:

1. Shri Narendra Kumar, Secretary (INF & PUB) Government of Goa, Chairman.
2. Director, General of Police, Member.
3. Secretary in-charge of Social Welfare Department, Member.
4. Secretary in-charge of Women & Child Department, Member.
5. Smt. Auda Viegas, Margao-Goa representing Non-Government Organization.
6. Dr. Minakshi Martins, Paitona, Salvador-Do-Mundo, Bardez representing Academician.
7. Director, Information & Publicity, Member Secretary.

The following shall be the functions of the State Level Monitoring Committee:-

1. To see whether District/Local Committees have been formed.
2. To see whether they are meeting regularly.
3. To see whether the Authorized Officers are effectively performing their duties.
4. To see how many cases are handled by them and what decisions are arrived at.
5. To give suggestion/guidelines to District/Local Level Committee.
6. To take decision on the matters referred to it by District/Local Level Committee.
7. To collect data/information from District/Local Level Committee and forward it to Secretary, Minister of Information & Broadcasting, Government of India.
8. To recommend action and forward complaints against satellite channels

(National Channels) to the Ministry of Information & Broadcasting through the Chief Secretary of the State in cases of violation of Government of India's orders on the Programme and Advertising Codes.

The nominated member shall have a term of 2 years from date of appointment and will be paid an Honorarium for Rs. 450/-. They shall not be eligible for re-nomination.

Further the Committee will forward complaints against satellite Channels (National Channels) to the Additional Secretary, Ministry of Information and Broadcasting, Government of India, who is the Chairman of the Inter-Ministerial Committee constituted under Section 20 of the Cable Act to look into the violation of programme and Advertisement Code.

In respect of content related issues telecast on local channel or on satellite TV channels which have local implications, Authorized Officers will take action as per Section 19 of the aforesaid cable Act. However, contents related issues telecast on satellite channels, which have all India implications the necessary action will be taken by Central Government.

Menino Peres, Director, Information & Publicity & ex officio Joint Secretary.

Panaji, 11th February, 2011.

Order

No. DI/Inf/Press & Media Adv/09/6365

The Government of Goa is pleased to appoint Shri Vishnu Surya Wagh, an Eminent Journalist and Literateur as Press and Media Advisor to Government of Goa, further period of one year w.e.f. 08-08-2010.

He will advise the Government on all matters of Press and Publicity. Shri Wagh, will not draw any salary.

He will function from the Department of Information & Publicity, Government of Goa, Udyog Bhawan, 3rd Floor, Panaji-Goa.

By order and in the name of the Governor of Goa.

Menino Peres, Director, Information & Publicity & ex officio Joint Secretary.

Panaji, 16th February, 2011.

Department of Labour

Notification

No. 28/1/2011-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 21-01-2011 in reference No. IT/51/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).

Porvorim, 14th February, 2011.

THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/51/07

Shri Pradeep Tirodkar,
Naik Wada,
Mandrem,
Pernem-Goa.
V/s

... Workman/Party I

M/s. Loja Porobo & Co.
Shop No. 24, Phoenix Plaza,
Altinho, Mapusa-Goa.

... Employer/Party II

Party I/Workman present in person.

Party II/Employer represented by Adv. T. Pereira.

Panaji, dated : 21-01-2011.

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 11-09-2007 bearing No. 28/22/2007-LAB/828, referred the following dispute for adjudication to the Industrial Tribunal of Goa.

"(1) Whether the action of the Management of M/s. Loja Porobo and Company, Mapusa, Goa in terminating the services of Shri Pradeep G. Tirodkar, Godown Keeper w.e.f. 12-09-2005 is legal and justified?

(2) If not, to what relief the Workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/51/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I/Workman (for short 'Workman'), filed his statement of claim on 17-01-08 at Exhibit-10. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employed/Party II (for short "Employer") as a "Godown-Keeper" since July, 1995, onwards and was thereafter promoted to the post of Clerk. He stated that he was suffering from viral fever from 05-09-2005 to 10-09-2005 and as such unable to attend his duty for the aforesaid period. He stated that he had also informed the Employer on telephone that he is unable to attend the duties on account of his sickness. He stated that after recovering from sickness, when he went to resume his duty on 12-09-2005, the Employer told him orally that his services are not required and that his services stands terminated. He stated that he requested the Employer not to terminate his services, but the Employer did not pay any heed to his request. He stated that he therefore vide his letter dated 13-09-2005 informed the Office of the Asstt. Labour Commissioner, Mapusa-Goa, that his services have been orally terminated and demanded reinstatement with full back wages and continuity in service. He stated that the Employer filed his reply on 25-10-2005 before the Assistant Labour Commissioner, Mapusa-Goa stating that they have not terminated the services of the Workman and the Workman is free to join his duties from 26-10-2005. He stated that accordingly when he went to resume his duty in the month of November, 2005, he was refused employment. He stated that he was told by the Employer that the stand taken by him before the Conciliation Officer, is a mere technical defence. He stated that he thereafter immediately reported the matter to the Conciliation Officer. He stated that the dispute raised by him before the Conciliation Officer ended in failure. He submitted that the oral termination of his services by the Employer amounts to retrenchment as defined u/s 2 (oo) of the I. D. Act, 1947. He submitted that the action of the Employer in terminating his services w.e.f. 12-09-2005 is illegal, unjustified and bad in law as it is in violation of Section 25-F of the I. D. Act, 1947. The Workman therefore prayed that the action of the Employer in terminating his services w.e.f. 12-09-2005, be declared as illegal, unjustified and bad in law and he may be reinstated back in the services with full back wages, continuity in service and with all other consequential benefits with immediate effect.

3. The Employer controverted the claim of the Workman by filing their written statement on 22-02-2008 at Exhibit-11. The Employer by way of preliminary objection submitted that they have not terminated the services of the Workman till date and as such the alleged Industrial Dispute referred by the Government of Goa for adjudication is non-existent and the reference is therefore not maintainable and bad in law. The Employer however admitted that the Workman was engaged as a "Helper" in their establishment since around 1997. The Employer stated that the Workman had sometimes worked in analogues post of "Godown Keeper" and he never worked as a "Clerk". The Employer stated that as a helper, the Workman was posted either at their main place of business at shop No. 24, Phoenix Plaza, Altinho, Mapusa-Goa or at their godown situated at Dattawadi, Near St. Xavier College, Mapusa-Goa or on the delivery vehicle as per the directives of senior partner Ganesh Porobo from time to time. The Employer stated that initially the Workman was paid a salary of Rs. 1,430/- per month, however since the year 2003, his salary was increased to Rs. 1,800/- per month. The Workman stated that the Workman remained unauthorizedly absent from his duty, since 05-09-2005, leading to grave disruptions of the functions of their establishment as delivery of gas cylinders was hampered on account of his absence during the immediate period which was the Ganesh Chaturthi Festival and there was high demand for gas cylinders. The Employer stated that neither the Workman reported for duty on 12-09-2005 nor informed them about his sickness or produced any Medical Certificate as alleged by him. The Employer stated that he came to know for the first time about the alleged sickness of the Workman due to viral fever only after going through a copy of his representation dated 30-09-2005 addressed to the Assistant Labour Commissioner, Mapusa-Goa. The Employer stated that the Workman had filed a false and baseless complaint dated 30-09-2005 before the Assistant Labour Commissioner. The Employer stated that they had filed a detailed reply dated 25-10-05 before the Assistant Labour Commissioner, Mapusa-Goa stating that they have not terminated the services of the Workman and further informed that if the Workman wishes to rejoin his duty, he is free to do so with immediate effect from 25-10-2005 or atleast from the next day 26-10-2005. The Employer stated that it was also mentioned in the said reply that the period of his absence from 05-09-2005 to 25-09-2005 could be suitably regularized on production of Medical Certificate and that leave wages for the said period

could also be suitably considered after he rejoins duty. The Employer stated that a copy of their reply was issued to the Workman on 25-09-2005 itself in the Office of the Asstt. Labour Commissioner, Mapusa-Goa. The Employer stated that instead of rejoining duties, the Workman by way of his counter reply dated 17-11-2005 specifically stated that he does not wish to rejoin the duty with the Employer and the Workman never reported back for work nor rejoined his duties. The Employer stated that he thereafter issued a charge sheet dated 10-01-2006 to the Workman for the alleged misconduct connected with the said fraud/forgery, unauthorized continued absence from duty w.e.f. 05-09-2005 onwards. The Employer stated that the Workman received the said charge sheet and filed his reply dated 22-02-2006. The Employer stated that since the said reply was found unsatisfactory, a domestic inquiry was conducted against the Workman by appointing an independent Inquiry Officer. The said Inquiry Officer has also completed the recordings of evidence. The Employer stated that the Workman has fully participated alongwith his legal council and the report of findings of the Enquiry Officer is still awaited. The Employer stated that the Workman has willfully remained absent and willfully refused to join duty. The Employer denied the overall case of the Workman being false and prayed that the reference be rejected with costs.

4. Thereafter, the Workman filed his rejoinder on 15-09-08 at Exhibit-14 to the written statement filed by the Employer. The Workman by way of his rejoinder confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the written statement which are contrary to the statements and averments made by him. The Workman reiterates that his services have been illegally terminated by the Employer with malafide intention to harass and victimize him. The Workman stated that the charge sheet dated 10-01-06 issued to him is an after-thought defence taken by the Employer to justify the illegal termination of his services w.e.f. 12-09-05. He submitted that the entire inquiry proceeding submitted by the Enquiry Officer are bogus, fraud and is in total violation of the principles of natural justice. He submitted that no charge of what so ever nature has been proved against him.

5. Based on the pleadings filed by the respective parties, this Court has framed the following issues on 30-11-2010 at Exb-30. The issue No. 1-A

was framed subsequently vide order of this Court dated 3-11-2010 disposing off the application filed by the Employer.

1. Whether the Employer/Party II proves that a fair and proper disciplinary enquiry was conducted against the Workman/Party I?
- 1-A. Whether the Employer/Party II proves that the order of reference is bad in law and not maintainable?
2. Whether the Workman/Party I proves that he was employed with the Employer/ /Party II since July, 1995 till the date of his termination w.e.f. 12-9-2005?
3. Whether the Workman/Party I proves that his termination w.e.f. 12-9-2005 by the Employer/Party II is illegal & unjustified?
4. Whether Workman/Party I proves that he is entitled for any relief?
5. What Award?
6. My answers to the aforesaid issues are as under:

Issue No. 1: Does not arise.

Issue No. 1-A: In the affirmative.

Issue No. 2: Does not arise.

Issue No. 3: Does not arise.

Issue No. 4: In the negative.

Issue No. 5: As per final order.

REASONS:

7. *Issue No. 1-A:* I am deciding the issue No. 1-A first prior to the issue No. 1 as the existing issue No. 1-A goes to the very root jurisdiction of this Hon'ble Court.

I have heard the arguments of the Ld. Adv. T. Pereira for the Employer. The Workman remained absent at the time of final arguments.

8. Ld. Adv. T. Pereira appearing for the Employer during the course of his oral arguments submitted that it is the contention of the Workman that the Employer has terminated his services w.e.f. 12-09-2005 illegally and in unjustified manner. He submitted that as against the case of the Workman, it is the case of the Employer right from the conciliation proceedings that they have not terminated the services of the Workman, but it is the Workman who has abandoned his job w.e.f. 05-09-2005. He submitted that in support of their contention the Employer has examined Shri Ganesh Anant Porobo, a Director of their firm. He submitted that the said witness of the Employer, Shri Ganesh Anant Porobo in his oral evidence on

record clearly stated that the Workman remained absent from his duties w.e.f. 05-09-2005 onwards. He submitted that in support of his oral contention the Employer has also produced on record documentary evidence such as letter of the Workman dated 25-04-06 addressed to the Assistant Labour Commissioner at Exhibit-E/8, reply dated 22-04-06 filed before the Assistant Labour Commissioner, Mapusa at Exhibit-E/7, their letter dated 05-04-06 addressed to the Assistant Labour Commissioner at Exhibit-E/6, their letter dated 25-10-05 addressed to the Assistant Labour Commissioner at Exhibit-E/2, letter addressed to the Assistant Labour Commissioner at Exhibit-E/3 and records and proceedings of the enquiry conducted against the Workman at Exhibit-E/10-Colly. He submitted that the aforesaid oral as well documentary evidence on record clearly indicates that the services of the Workman were not terminated by them, but it is the Workman who has abandoned his job by continuously remaining absent. He submitted that the Workman in his cross-examination clearly admitted that vide his counter reply dated 17-11-05 (Exhibit-W/5) filed before the Assistant Labour Commissioner, Mapusa, he had stated that he does not wish to join for his duties.

On the contrary neither the Workman nor his representative remained present at time of final arguments.

I have carefully considered the various legal submissions made by the Ld. Adv. T. Pereira for the Employer. I have also carefully perused the entire records of the case.

9. In the case of **Dharamraj Vithoba Natekar v/s Unique Industries and Ors.** the Hon'ble High Court of Bombay has held that *"it is well established that abandonment of services is an inference which can be raised upon consideration of the totality of circumstances and that the Court should raise the inference only if it is satisfied that the circumstances do indicate that the Workman was clearly not interested in continuing his service"*.

10. In the case of **Gangaram K. Medekar v/s Zenith Safe Mfg. Co. and ors. reported in 1996 ICLR 172** it has been held by the Hon'ble High Court of Bombay that *"in cases of voluntary abandonment of service, it is matter of intention. It is a matter of inference being drawn on given set of facts. The Employer unilaterally cannot say that the Workman is not interested in employment and it is for this reason that a domestic inquiry is required to be held"*. The Hon'ble High Court has

further held that *"it is well settled principle of law that if misconduct is the foundation of dismissal, then a domestic inquiry is warranted"*.

11. In the case of **Noble Paints Pvt. Ltd. v/s Mr. Ashok Tukaram Shinde reported in 2004(3) BCR 356**, the Hon'ble High Court of Bombay after relying upon its division bench judgements delivered in the case of **Gaurishankar Vishwakarma v/s Eagle Spring Industries Pvt. Ltd. and Ors. reported in (1988) 1 CLR 38** and in the case of **Abdul Rashid v/s Indian Sailors Home Society and Ors. reported in (1988) 1 LLN 129** has held that *"so far as the question of abandonment is concerned, in view of the well settled position in law, abandonment or relinquishment of service is a question of intention. Whether there has been a voluntary abandonment of service is a question of fact which has to be determined in the light of the surrounding circumstances of each case."*

Thus, in view of the aforesaid decisions of the Hon'ble High Court of Bombay, it is settled proposition of law that abandonment of service is a question of intention. Whether there has been a voluntary abandonment of service is a question of fact which has to be determined in the light of the surrounding circumstances of each case.

12. In the case in hand, it is the case of the Workman that he was suffering from viral fever since 05-09-2005 to 10-09-2005 and as such could not attend his duties. He further stated that after recovery of his sickness, he had gone to resume his duties on 12-09-2005, however the Employer refused him employment by orally terminating his services and therefore he made a representation to the Assistant Labour Commissioner, Mapusa-Goa, pertaining to his termination of services by the Employer vide his letter dated 13-09-2005 at (Exb-W/2). In order to prove his case, the Workman has led oral evidence by examining himself. In support of his oral evidence, the Workman has also produced on record documentary evidence such as letter of the Employer dated 25-10-2005 (Exb. W/1), his representation dated 13th September, 2005 addressed to the Asstt. Labour Commissioner, Mapusa-Goa (Exb. W/2), notices issued to the parties by the Assistant Labour Commissioner and Conciliation Officer, Mapusa-Goa (Exb-W/3-Colly) and (Exb-W/4), his Counter Reply dated 17-11-2005 (Exb-W/5) and minutes of the conciliation proceedings held on 04-07-2006 before Assistant Labour Commissioner, Mapusa (Exb-W/6) and report on failure of conciliation proceedings dated 18-08-06 (Exb-W/7).

In his cross-examination the Workman denied that his letter dated 13-09-05 addressed to the Assistant Labour Commissioner, Mapusa at Exb-W/2 is a false and fabricated document. He admitted that there is no reference of his letter dated 13-09-05 (Exb. W/2) in his subsequent letter dated 30-09-05 (Exb. W/3-Colly). On pointing out to him para-9 of the Employer's letter dated 25-10-05 (Exb. W/1) wherein it is stated that he is free to join his duty on the same day i.e. 25-10-05 or atleast from the next day i.e. 26-10-05, he stated that he is ready to join the duty. He further stated that he did not give anything in writing in the office of the Assistant Labour Commissioner, Mapusa or to the Employer that he is ready to join for his duty. He admitted that in para-6 of his Counter Reply dated 17-11-05 (Exb-W/5) he had stated that he does not wish to join the duties as he fears that he will be victimized in future. He also admitted that he had submitted the statement before the Assistant Labour Commissioner, Mapusa (Exb. E/1) claiming Rs. 59,098/- from the Employer.

13. On the contrary, the Employer has examined Shri Ganesh Anant Porobo, the Senior Partner of the Employer Firm. The said witness of the Employer in his oral evidence clearly stated that the Workman had worked with them till 03-09-2005 on Saturday and on 04-09-2005 being Sunday, their shop remained closed. He further stated that the Workman remained absent continuously from 05-09-2005 till date without any information or prior permission. He stated that thereafter they received a letter dated 4-10-2005 from Assistant Labour Commissioner, Mapusa alongwith a letter of the Workman dated 30-09-2005. He stated that in pursuance to the said notice issued by the Assistant Labour Commissioner, Mapusa, they had appeared before the Assistant Labour Commissioner, Mapusa and filed their detailed reply on 25-10-05 (Exb. W/1) stating that they have not terminated the services of the Workman till date and that if the Workman wishes to rejoin his duties, he is free to do so on the same day i.e. 25-10-2005 or at least from the next day i.e. 26-10-2005 and the period of his absence from duty from 05-09-2005 to 25-09-2005 can be suitably regularized and also leave wages can be suitably considered after he rejoins duty. He also stated that the Workman instead of rejoining his duty, by way of his counter reply dated 17-11-2005 specifically stated that he does not wish to rejoin the duty. The Employer in support of their oral evidence also produced on record copies of their various letters i.e. letter dated 13-12-2005 (Exb. E/3), letter dated 08-06-2006 (Exb. E/5-Colly),

letter dated 05-04-2006 (Exb. E/6), letter dated 24-02-2006 (Exb. E/7), letter dated 25-04-2006 (Exb. E/8), letter dated 04-07-2006 (Exb. E/9) and the copies of the proceedings of the inquiry held before the Enquiry Officer (Exb. E/10-Colly).

In his cross-examination he stated that they had initiated inquiry against the Workman since he had filed a case before the Assistant Labour Commissioner, Mapusa. He stated that they have not taken any action against the Workman till date as the present reference is pending for its adjudication. The further cross-examination of the Employer's witness was closed due to repeated non-appearance of the Workman after withdrawal of his Vakalatnama by Ld. Adv. Suhas Naik appearing for the Workman.

14. Thus the evidence on record, indicates that the Workman remained absent from his duties on 05-09-2005 onwards. It is the contention of the Workman that when he had gone to join his duty on 12-09-2005 after recovery of his sickness, the Employer orally informed him that his services are not required and the same stands terminated and therefore he raised a dispute before the Assistant Labour Commissioner, Mapusa vide its representation dated 13-09-2005 (Exb. W/2). The Employer denied the aforesaid oral as well as documentary evidence of the Workman by contending to be false and fabricated. In my opinion, the aforesaid contention of the Workman appears to be false and misleading as firstly, the Workman neither gave a reference of whatsoever nature of his representation dated 13-09-2005 (Exb. W/2) in his subsequent representation dated 30-09-2005 (Exb. W/3-Colly) nor gave any explanation for filing the subsequent representation dated 30-09-2005 (Exb. W/3-Colly) addressed to the Asstt. Labour Commissioner, Mapusa-Goa and secondly, the Asstt. Labour Commissioner had acted on the representation of the Workman dated 30-09-2005 (Exb. W/3-Colly). The Workman also failed to prove the aforesaid fact that he has filed his representation dated 13-09-2005 (Exb. W/2) by leading cogent evidence. The evidence on record indicates that the Workman has failed to raise a dispute by making a demand letter before the Employer, however directly approached the statutory authority. Hence, the oral as well as documentary evidence on record adduced by the Workman by contending that he had made representation to the Asstt. Labour Commissioner, Mapusa-Goa, vide his representation dated 13-09-2005 (Exb. W/2) appears to be suspicious. The evidence on record

further indicates that in pursuance of the dispute raised by the Workman vide his representation dated 30-09-2005 (Exb. W/3-Colly), the Assistant Labour Commissioner, Mapusa-Goa issued notice to the parties hereinabove (Exb. W/3-Colly). The evidence on record further indicates that the Employer filed his reply dated 25-10-2005 (Exb. E/2) before the Assistant Labour Commissioner, Mapusa stating that they have not terminated the services of the Workman, but it is the Workman who has remained absent unauthorizedly from his duties w.e.f. 05-09-2005 to 25-10-2005 leading to grave disruption of their establishment's functioning. The Employer also stated that if the Workman wishes to join his duties, he is free to do so with immediate effect or at least from the next day and further stated that the period of absence of Workman from 05-09-2005 to 25-10-2005 can be suitably regularized on production of Medical Certificate and leave wages for the said period can be suitably considered by them after the Workman rejoins duty. The Workman however by way of his counter reply dated 17-11-2005 (Exb. W/5) filed before the Assistant Labour Commissioner, Mapusa-Goa stated that he does not wish to join for his duties on the ground that he will be victimized in future. The said fact has been admitted by the Workman in his cross-examination. The Workman also admitted that he had claimed a sum of Rs. 59,098/- from the Employer vide his claim at Exb. E/1 filed before the Assistant Labour Commissioner, Mapusa. The Workman also stated that he has not given in writing either to the Assistant Labour Commissioner, Mapusa or to the Employer that he is ready to join the duty. The said apprehension of the Workman that he will be victimized in future, appears to be baseless and without any cogent reason. On the contrary, the aforesaid statement made by the Workman vide his counter reply dated 17-11-2005 (Exb. W/5) in the conciliation proceedings before the Assistant Labour Commissioner, Mapusa-Goa clearly shows the intention of the Workman that he had no intention to join for his duties. Further, the records and proceedings of the enquiry held against the Workman on record at Exb. E/10-Colly clearly indicates that the Employer has initiated disciplinary proceedings against the Workman for his alleged misconduct of unauthorized absence as well as perjury, etc., by appointing an independent Enquiry Officer. Thus the stand taken by the Employer appears to be satisfactory. On the contrary, the evidence on record established that

the Workman refused to join his duty even after the Employer made clear before the Asstt. Labour Commissioner, Mapusa-Goa, that they have not terminated the services of the Workman and also offered to rejoin the duty. This shows the intention of the Workman that he did not wish to join for his duties for the reason best known to him only. It is therefore held that the Workman abandoned his services by continuously remaining absent w.e.f. 05-09-2005. Thus there appears to be deemed termination of services of the Workman on account of his abandonment only. It is therefore held that there does not exist any industrial dispute and the reference is therefore not maintainable. The Issue No. 1-A is therefore answered in the affirmative.

15. *Issue No. 1:* It is the contention of the Employer that they had initiated a fair and proper disciplinary inquiry against the Workman.

While discussing the Issue No. 1-A hereinabove, it has been held by me that it is the Workman who has abandoned his services and that the Employer did not terminate the services of the Workman. Hence the question of deciding the Issue No. 1 that "whether a fair and proper disciplinary enquiry was conducted against the Workman", does not arise at all. The Issue No. 1 is therefore answered accordingly.

16. *Issue Nos. 2, 3 & 4:* It is the contention of the Workman that he was employed with the Employer since July, 1995, till the date of his termination w.e.f. 12-09-2005 and his services has been terminated illegally and in unjustified manner by the Employer w.e.f. 12-09-2005.

While discussing the Issue No. 1-A hereinabove, it has been held by me that it is the Workman who has abandoned his services and that the Employer did not terminate the services of the Workman. Hence, the question of deciding the present issues as to whether the Workman was employed with the Employer since July, 1995, till the date of his termination w. e. f. 12-09-2005 and that his services have been terminated illegally and in unjustified manner by the Employer w.e.f. 12-09-2005, does not arise at all. The Issue Nos. 2 and 3 are therefore answered accordingly.

Since it is the Workman who has abandoned his services by continuously remaining absent w.e.f. 05-09-2005, the Workman therefore is not entitled to any relief as claimed by him. The issue No. 4 is therefore answered in the negative.

In view of the above, I proceed to pass the following Order.

ORDER

1. It is held that the Workman has abandoned his services w. e. f. 05-09-2005.
2. It is further held that the dispute as to whether the action of the Management of M/s. Loja Porobo and Company, Mapusa, Goa, in terminating the services of Shri Pradeep G. Tirodkar, Godown Keeper, w.e.f. 12-09-2005, is legal and justified? does not arise.
3. The Workman, Shri Pradeep G. Tirodkar, Godown Keeper, is not entitled for any relief.
4. No order as to cost.
5. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 01-02-2011 in reference No. IT/36/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 16th February, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/36/10

Workmen, rep. by
The General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments,
Tisk, Ponda-Goa. ... Workmen/Party I

V/s

M/s. Marico Ltd.,
Khandepar,
Ponda-Goa. ... Employer/Party II
Party I/Workmen are represented by Shri P. Gaonkar.

Party II/Employer is represented by Adv. L. D'Costa.

ORDER

(Passed on this 1st day of February, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for adjudication.

“(1) Whether the action of the management of M/s. Marico Limited, Candepar, Ponda, Goa in refusing to concede the following charter of demands raised by the Gomantak Mazdoor Sangh vide their letter dated 19-5-2009, is legal and justified?

CHARTER OF DEMANDS

Demand No. (1): Pay Scales

Grade	Scales
G-I	2050-75-2425-85-2850-95-3325-105-3850-115-4425-120-5025-125-5650.
G-II	2150-80-2550-90-3000-100-3500-110-4050-120-4650-125-5275-130-5925.
G-III	2250-85-2675-95-3150-105-3675-115-4250-125-4875-130-5525-135-6200.
G-IV	2350-90-2800-100-3300-110-3850-120-4450-130-5100-135-5775-140-6475.

Demand No. (2): Flat Rise

It is demanded that all Workmen shall be given the Flat Rise at the rate mentioned below:

Grade 01: Rs. 2,500/-.

Grade 02: Rs. 2,000/-.

The above amounts shall be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. (3): Seniority Increments

It is demanded that the Workmen shall be given Seniority Increments on the following basis:

Those Workmen with : One increment.
service upto 3 years

Those Workmen with : Two increments.
service above 3 years and
upto 7 years

Those Workmen with : Three increments.
service above 7 years and
upto 10 years

Those Workmen with : Four increments.
service above 10 years

Demand No. (4): Fixed Dearness Allowance (FDA)

It is demanded that all the Workmen shall be paid Fixed Dearness Allowance at the rate of Rs. 1,500/- per month.

Demand No. (5): Variable Dearness Allowance (VDA)

It is demanded that each Workmen shall be paid Variable Dearness Allowance at the revised rate of Rs. 4/- per point rise beyond 2200 points (1960=100). The computation of Variable Dearness Allowance shall be made quarterly based on the average consumer price index of preceding quarter. The amount of Variable Dearness Allowance upto 2200 points shall be merged in the Basic.

Demand No. (6): House Rent Allowance

It is demanded that revised House Rent Allowance shall be paid at the rate of 30% of Basic and Dearness Allowance, as the cost of accommodation is very high in Goa, being tourist State.

Demand No. (7): Children Education Allowance

(a) It is demanded that the Children Education Allowance at the rate of Rs. 950/- per month shall be paid to each Workman.

Demand No. (8): Conveyance Allowance

It is demanded that all Workmen shall be paid Conveyance Allowance at the rate of Rs. 1,250/- per month.

Demand No. (9): Transport Facility

It is demanded that all the Workmen shall be provided with free Transport Facility.

Demand No. (10): Paid Holidays

It is demanded that Workmen shall be granted 16 days Paid Holidays per year. It is further demanded that the holidays on the ground of festival which fall on Sundays, shall be changed to next day or one day earlier, which shall be finalized in consultation with the Union.

Demand No. (11): Leave

It is demanded that all the workers shall be given Leave on the following basis.

- (a) *Earned Leave*: It is demanded that all the Workmen shall be given 35 days Earned Leave per year and shall be allowed to accumulate upto 120 days and shall be allowed to take such Leave for 10 times in a year.

(b) *Causal Leave*: It is demanded that all the Workmen shall be given 15 days Causal Leave per year with encashment facility.

(c) *Sick Leave*: It is demanded that the Workmen covered under Employees State Insurance Scheme shall be given 12 days Sick Leave per year. Those Workmen outside the purview of the Employees State Insurance Scheme shall be given 25 days sick leave per year. The Workmen shall be allowed to accumulate the Sick Leave upto 75 days.

Demand No. (12): Leave Travel Assistance

It is demanded that Leave Travel Assistance shall be paid at the revised rate of one month gross wages once in a year with minimum four days earned leave. The amount shall be paid one week before the commencement of leave.

Demand No. (13): Medical Reimbursement

It is demanded that the cost of all medical expenses of the Workmen shall be reimbursed and an amount of Rs. 4,500/- per year shall be paid to each Workmen as medical allowance to meet the medical expenses of his/her family members.

Demand No. (14): Promotion Policy

It is demanded that separate Promotion Policy shall be promulgated in consultation with the Union.

Demand No. (15): Loan

It is demanded that Interest Free Loan of Rs. 1,00,000/- shall be granted for House repair and construction of House and Rs. 50,000/- to meet the expenses towards the purchase of household articles, scooter etc., or own marriage or for marriage of family members etc.

Demand No. (16): Festival Allowance

It is demanded that all the Workmen shall be granted Festival Allowance of Rs. 3,000/- once in a year at the time of festival to meet the additional expenses incurred by him/her for such festival.

Demand No. (17): Full Pay Accident Leave

It is demanded that in case of accident while on duty, the concerned Workmen shall be paid full wages by treating the said period of sickness as special Casual Leave and in case the Workmen is covered under Employees State Insurance Scheme, the difference of wages to make it full wages shall be paid by the management.

Demand No. (18): Washing Allowance

It is demanded that all Workmen shall be paid Washing Allowance of Rs. 250/- per month, as the cost of detergent is very high.

Demand No. (19): Supply of Raincoats/Umbrella and Safety Shoes

It is demanded that all the Workmen shall be supplied with Raincoats of Duck Back Company Gumboots of Swastik Company, Stag Brand Umbrella and Safety Shoes of Bata Company every year and also provide all safety equipment as required.

Demand No. (20): Bonus

It is demanded that all the Workmen shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages without ceiling, every year before Diwali.

Demand No. (21): Canteen Subsidy

It is demanded that all Workmen shall be paid Canteen Subsidy at the rate of Rs. 650/- per month.

Demand No. (22): Shift Allowance

It is demanded that those Workmen working in the shift shall be paid Shift Allowance as follows (1) Rs. 25/- per second shift worker and (2) Rs. 35/- per third shift worker.

- (2) If the answer to issue No. (1) above, is in the negative, then what relief the Workmen are entitled to?"

2. On receipt of the reference IT/36/10 was registered. Notices was issued to both parties. Both parties remained present before this Tribunal on 21-1-2011 and filed application at Exb. 4 stating that they have already settled the matter amicably. The parties have placed on record the copy of memorandum of settlement which is at Exb. 5. Perusal of the application at Exb. 4 and the copy of the terms at Exb. 5 clearly indicates that the parties have settled the matter amicably and have drawn a memorandum of settlement under Section 12(3) read with 18(3) of the Industrial Disputes Act, 1947. In view of the said settlement the dispute referred to this Tribunal, no longer survives. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 01-02-2011 in reference No. IT/3/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 16th February, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI

(Before Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/3/07

Workmen, rep. by
Goa Trade & Commercial
Workers Union,
Velho Bldg., Panaji-Goa. ... Workmen/Party I
V/s

M/s. Glow Paints P. Ltd.,
Plot No. 121,
Bethora Industrial Estate,
Ponda, Goa. ... Employer/Party II

Party I/Workmen are represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. A. V. Nigalve.

AWARD

(Passed on this 1st day of February, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for adjudication.

- "(1) Whether the following demands raised by the President, Goa Trade and Commercial workers Union vide letter dated 5-11-2003 before the management of M/s. Glow Paints Private Limited, Industrial Estate, Bethora, Goa are legal and justified?"

CHARTER OF DEMANDS**(1) Gradation and Pay Scales:**

It is demanded that the Pay Scales and Basic Salary be given to each worker as per his/her

designation and grade with effect from 1-10-2003 as follows:

Grade	Designation	Pay Scales
I	Operator	2500-150-3250-175-4125
II	Helper	2250-140-2950-160-3750

(2) House Rent Allowance (HRA):

It is demanded that with effect from 01-10-2003 each worker shall be paid House Rent Allowance at the rate of Rs. 500/- per month.

(3) Fixed Dearness Allowance (FDA):

It is demanded that the workers should be paid Fixed Dearness Allowance as follows:

- (a) With effect from 01-10-2003, each worker shall be paid Rs. 500/- per month.
- (b) With effect from 01-10-2004, each worker shall be paid Rs. 600/- per month.
- (c) With effect from 01-10-2005, each worker shall be paid Rs. 700/- per month.

(4) Variable Dearness Allowance (VDA):

It is demanded that with effect from 01-10-2003, each worker shall be paid Variable Dearness Allowance at the rate of Rs. 1/75 per point above base 1800 (1960=100).

The Variable Dearness Allowance should be revised every quarter.

(5) Travelling Allowance (TA):

It is demanded that with effect from 01-10-2003, each worker shall be paid a Travelling Allowance at the rate of Rs. 300/- per month.

(6) Leave Facilities:

It is demanded that each worker should be given leave on the following basis:

- (a) *Privilege Leave (P.L.):* The workers should be given Privilege Leave at the rate of 25 days per year with facility to accumulate upto 100 days.
- (b) *Casual Leave (C.L.):* The workers should be given Casual Leave at the rate of 7 days per year with facility to accumulate upto 30 days or with encashment facility.
- (c) *Sick Leave (S.L.):* The workers should be given Sick Leave at the rate of 7 days per year with facility to accumulate upto 30 days.

(d) *Holidays:* The workers should be given Holidays at the rate of 12 days per year.

(7) Overtime:

It is demanded that each worker shall be paid double the wages, when required to work overtime. Whenever workers are required to work on Sundays/Holidays, they should be paid double the wages with a 'Compensatory Off' which should be availed within 10 days of such work.

(8) Safety Shoes/Chappels/Rainwear:

It is demanded that all the workers be issued Safety Shoes/Chappels/Rainwear without any discrimination.

(9) Uniforms and Washing Allowance:

It is demanded that the management should issue to each worker two pairs of uniforms per year (for men and women workers). It is also demanded that each worker be paid Rs. 100/- per month towards Washing Allowance.

(10) Confirmation Letters:

It is demanded that all the workers be issued Confirmation Letters with clear dates of joining the service of company immediately.

(11) Pure Drinking Water installation of Water Cooler:

It is demanded that all the workers be provided Pure Drinking water and Water Cooler be installed in the company.

(12) Clean Toilets:

It is demanded that clean toilets be provided to the workers.

(13) Washing Soap at Wash Basin:

It is demanded that all the workers shall be provided Washing Soap at the Wash Basin.

(14) Festival Advance:

It is demanded that all the workers shall be entitled to a Festival Advance of Rs. 2,000/- per year, on one major festival (Ganesh Chaturthi), which shall be deducted in 10 equal installments.

(15) Bonus:

It is demanded that all the workers ought to be paid Bonus on the gross salary earned by them at the rate of 20% per annum.

- (2) If not, what relief the Workmen are entitled to?"

2. On receipt of the reference IT/3/07 was registered. Notices was issued to both parties pursuant to which Party I has filed claim statement at Exb. 4. The Party I has stated that the Workmen employed by the Party II are paid starvation wages and hence the it had raised a charter of demands seeking encashment and revision in the existing salaries, allowances, service conditions and other benefits. The management failed to concede to the demands of the Workmen and since there was no possibility of amicable settlement, the Party I raised dispute before the Office of the Asstt. Labour Commissioner. The matter did not get resolved and the Asstt. Labour Commissioner submitted the failure report on 21-9-2005 and the matter has thus been referred to this Tribunal for adjudication.

The Party I has stated that the present wages and service conditions of the Workmen are very pathetic though the Party II is in strong financial position and is making huge profits every year. The Party II has stated that the demands which are raised by and which are referred by the Tribunal are just and proper and the same needs to be in favour of the Workmen.

4. The Party II filed its written statement at Exb. 6. The Party II has stated that the establishment was started about 5 years ago and that the number of the workers employed are less than 10. The Party II has stated that there is a severe competition and has no maintain high level of quality of the products and in the process it earns very meager profit. The Party II has stated that it is unable to pay prescribed minimum wages to its workers and that it is unable to meet any demands made in the charter of demand. The Party II has stated that the Party I/Union has no authority to represent and raise the demand on behalf of the Workmen.

5. Based on the aforesaid pleadings following issues were framed.

1. Whether the Party I prove that the Charter of Demands dated 5-11-2003 are legal and justified?
2. Whether the Party II prove that Union has no authority to represent and raised demand on behalf of Workmen?
3. What order and Award?

6. The matter was fixed for evidence on 13-1-2011, on which date Shri Adv. Naik represen-

ting the Party I filed an application at Exb. 13 stating that the Workmen employed with the Party II have failed to remain present in the Union office despite sending various communication/messages and in view of the said circumstances, the Party I is unable to lead evidence.

7. The Party I failed to adduce any evidence to prove that the demands raised by them are legal and justified. This being the case issue No. 1 is answered in the negative for want of evidence.

8. *Issue No. 2:* The Party II has also not chosen to lead evidence and has consequently failed to prove that the Party I/Union has no authority to raise the demand on behalf of the Workmen. Hence issue No. 2 is answered in the negative.

Under the circumstances and in view of discussion supra I pass following order.

ORDER

The Party I has failed to prove that the demands raised vide letter dated 5-11-2003 before the management of M/s. Goa Paints Pvt. Ltd., and which are incorporated in the order of reference dated 24-2-2006 are legal and justified. Hence Party I/Workmen is not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok Adalat, at Panaji-Goa on 08-01-2011 in reference No. IT/61/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 15th February, 2011.

LOK ADALAT**COMPROMISE MEMORANDUM IN CASES
U/S 10(1)(d) OF INDUSTRIAL DISPUTES
ACT, 1947**

Type of cases:

Case No. IT/61/96 Pending before Industrial
Tribunal-cum-Labour Court-I, Panaji.Shri Workmen, ... Applicant
Rep. by Adv. Suhas Naik
V/sM/s. K. T. C. Ltd. ... Respondent
Rep. by Adv. A. Palekar**MAY IT PLEASE YOUR HONOUR**

Dispute in brief is as follows:

We, that is Workmen ... Applicant
V/s

M/s. K. T. C. Ltd. ... Respondent

alongwith our advocates, authorize panel/bench
constituting Lok Adalat, in the above said matter
that we have arrived at the compromise to settle
the matter as follows:**TERMS OF COMPROMISE**Compromised terms by both the parties and their
respective advocates are placed on record. The
Party I shall be reinstated within 30 days with 25%
backwages continuity in service and other
consequential benefits. The backwages shall be
paid within 12 months in equal monthly
installments beginning from 1-2-2011. A detailed
statement of arrears will be given by Party II to
Party I within 30 days from the date of joining.We have arrived at the compromise terms
willingly before the Lok Adalat held on 8-1-11 at
10.30 a.m. No coercion or force is applied. Today,
though it is not working day for the Court we
request the panel/bench constituting the Lok
Adalat to record the compromise today only and
the aforesaid matter may be marked as settled
accordingly

Dated this eight day of January, 2011.

Prakash Harmalkar
Shayam Kerkar
*Ganesh Salgaonkar*Signature of the
Applicant
*Suhas Naik*Signature of the
RespondentSignature of the
Advocate for the
Applicant(Signature of the Authorized officer of the
Government).Signature of the
Advocate for the
Respondent**AWARD**The matter is amicably settled as above before
the Lok Adalat held on 8-1-2011 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of Lok Adalat.
2. Signature of the Member of Panel of Lok Adalat.
3. Signature of the Member of Panel of Lok Adalat.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok
Adalat, at Panaji-Goa on 08-01-2011 in reference
No. IT/18/92 is hereby published as required by
Section 17 of the Industrial Disputes Act, 1947
(Central Act 14 of 1947).By order and in the name of the Governor
of Goa.*Vasanti H. Parvatkar*, Under Secretary (Labour).

Porvorim, 15th February, 2011.

LOK ADALAT**COMPROMISE MEMORANDUM IN CASES
U/S 10(1)(d) OF INDUSTRIAL DISPUTES
ACT, 1947**

Type of cases:

Case No. IT/18/92 Pending before Industrial
Tribunal-cum-Labour Court-I, Panaji.Shri Narendra Naik Desai ... Applicant
Rep. The Gen. Secretary (Suash Naik)
V/sM/s. K. T. C. Ltd. ... Respondent
Rep. by Adv. A. Palekar**MAY IT PLEASE YOUR HONOUR**

Dispute in brief is as follows:

We, that is Shri Narendra Naik ... Applicant
Desai.

M/s. K. T. C. Ltd. ... Respondent

alongwith our advocates, authorize panel/bench constituting Lok Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:

TERMS OF COMPROMISE

Compromised terms by both the parties and their respective advocates are placed on record as lender. The Party I shall be reinstated within 30 days with 25% backwages continuity in service and other consequential benefits. The backwages shall be paid within 12 months in equal monthly installments beginning from 1-2-2011. A detailed statement of arrears will be given by the Party I to Party II within 30 days from the date of joining.

We have arrived at the compromise terms willingly before the Lok Adalat held on 8-1-11 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the panel/bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this eight day of January, 2011.

Signature of the Applicant	Signature of the Respondent
Signature of the Advocate for the Applicant	Signature of the Advocate for the Respondent

(Signature of the Authorized officer of the Government).

AWARD

The matter is amicably settled as above before the Lok Adalat held on 8-1-2011 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of Lok Adalat.
2. Signature of the Member of Panel of Lok Adalat.
3. Signature of the Member of Panel of Lok Adalat.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok Adalat, at Panaji-Goa on 08-01-2011 in reference No. IT/19/89 is hereby published as required by

Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).

Porvorim, 15th February, 2011.

LOK ADALAT

COMPROMISE MEMORANDUM IN CASES U/S 10(1)(d) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases:

Case No. IT/19/89 Pending before Industrial Tribunal-cum-Labour Court-I, Panaji.

Shri Sunil P. Sawant ... Applicant
V/s

M/s. K. T. C. Ltd. ... Respondent

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that

We, that is Shri Sunil P. Sawant ... Applicant

M/s. K. T. C. Ltd. ... Respondent

alongwith our advocates, authorize panel/bench constituting Lok Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:

TERMS OF COMPROMISE

Compromised terms by both the parties and their respective advocates are placed on record. The Party I shall be reinstated within 30 days with 25% backwages continuity in service and other consequential benefits. The backwages shall be paid within 12 months in equal monthly installments beginning from 1-2-2011. A detailed statement of arrears will be given by Party II to Party I within 30 days from the date of joining.

We have arrived at the compromise terms willingly before the Lok Adalat held on 8-1-2011 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the panel/bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this eight day of January, 2011.

Signature of the
Applicant/Party I

Signature of the
Respondent/Party II

Signature of the
Advocate for the
Applicant/Party I

Signature of the
Advocate for the
Respondent/Party II

(Signature of the Authorized officer of the
Government).

AWARD

The matter is amicably settled as above before the Lok Adalat held on 8-1-2011 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of Lok Adalat.
2. Signature of the Member of Panel of Lok Adalat.
3. Signature of the Member of Panel of Lok Adalat.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok Adalat, at Panaji-Goa on 08-01-2011 in reference No. IT/52/90 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).
Porvorim, 15th February, 2011.

LOK ADALAT

COMPROMISE MEMORANDUM IN CASES U/S 10(1)(d) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases:

Case No. IT/52/90 Pending before Industrial Tribunal-cum-Labour Court-I, Panaji.

Shri Laximikant M. Naik, ... Applicant
Rep. by Adv. A. Nigalye

V/s

M/s. K. T. C. Ltd. ... Respondent
Rep. by adv. A. Palekar

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that

We, that is Shri Laximikant M. Naik... Applicant.

M/s. K. T. C. Ltd. ... Respondent.

alongwith our advocates, authorize panel/bench constituting Lok Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:

TERMS OF COMPROMISE

Compromised terms by both the parties and their respective advocates are placed on record as under. The Party I shall be reinstated within 30 days with 25% backwages continuity in service and other consequential benefits. The backwages shall be paid within 12 months in equal monthly installments beginning from 1-2-2011. A detailed statement of arrears will be given by Party II to Party I within 30 days from the date of joining.

We have arrived at the compromise terms willingly before the Lok Adalat held on 8-1-2011 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the panel/bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this eight day of January, 2011.

Signature of the
Applicant/Party I

Signature of the
Respondent/Party II

Signature of the
Advocate for the
Applicant/Party I

Signature of the
Advocate for the
Respondent/Party II

(Signature of the Authorized officer of the
Government).

AWARD

The matter is amicably settled as above before the Lok Adalat held on 8-1-2011 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of Lok Adalat.
2. Signature of the Member of Panel of Lok Adalat.
3. Signature of the Member of Panel of Lok Adalat.

Notification

No. 28/1/2011-LAB

The following award passed by the Lok Adalat, at Panaji-Goa on 08-01-2011 in reference No. IT/18/89 is hereby published as required by

Section 17 of the Industrial Disputes Act, 1947
(Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

Vasanti H. Parvatkar, Under Secretary (Labour).

Porvorim, 15th February, 2011.

LOK ADALAT

COMPROMISE MEMORANDUM IN CASES U/S 10(1)(d) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases:

Case No. IT/18/89 Pending before Industrial
Tribunal-cum-Labour Court-I, Panaji.

Shri Ulhas P. Harmalkar, ... Applicant
Rep. by Adv. A. Nigalye

V/s

M/s. K. T. C. Ltd. ... Respondent
Rep. by Adv. A. Palekar.

MAY IT PLEASE YOUR HONOUR

Dispute in brief is as follows:

We, that is Shri Ulhas P. Harmalkar... Applicant

M/s. K. T. C. Ltd., Panaji-Goa ... Respondent

alongwith our advocates, authorize panel/bench
constituting Lok Adalat, in the above said matter
that we have arrived at the compromise to settle
the matter as follows:

TERMS OF COMPROMISE

Compromised terms by both the parties and their
respective advocates are placed on record as under.
The Party I shall be reinstated within 30 days with
25% backwages continuity in service and other
consequential benefits. The backwages shall be
paid within 12 months in equal monthly
installments beginning from 1-2-2011. A detailed
statement of arrears will be given by the Party II
to Party I within 30 days from the date of joining.

We have arrived at the compromise terms
willingly before the Lok Adalat held on 8-1-2011
at 10.30 a.m. No coercion or force is applied. Today,
though it is not working day for the Court we
request the panel/bench constituting the Lok
Adalat to record the compromise today only and
the aforesaid matter may be marked as settled
accordingly.

Dated this 8th day of January, 2011.

Signature of the
Applicant/Party I

Signature of the
Advocate for the
Applicant/Party I

(Signature of the Authorized officer of the
Government).

Signature of the
Respondent/Party II

Signature of the
Advocate for the
Respondent/Party II

AWARD

The matter is amicably settled as above before
the Lok Adalat held on 8-1-2011 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of
Lok Adalat.
2. Signature of the Member of Panel of Lok
Adalat.
3. Signature of the Member of Panel of Lok
Adalat.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. 8-1-1-2001/LD-Estt/311

- Read: 1. Government Order No. 8-1-1-2001-LD
dated 19-04-2002.
2. Government Order No. 8-1-1-2001-LD-
-Estt./1880 dated 09-11-2010.

Government is pleased to constitute the Goa
Advocates Welfare Fund Board under Section 4 of
the Goa Advocates Welfare Fund Act, 1995 (Goa
Act No. 2 of 1997) consisting of the following
members, namely:

1. Advocate General of Goa State ... Ex-officio
Chairman.
2. Law Secretary to the ... Ex-officio
Government of Goa Member.
3. Finance Secretary to Govern- ... Ex-officio
ment of Goa or his nominee Member.
4. Shri Vipinkumar L. Bendale, ... Member.
Member of Bar Council of
Maharashtra and Goa
5. Adv. Ehrlich A. De Sousa, ... Member.
Representative of North Goa
Advocates Association, Panaji
6. Adv. Anacleto Viegas, ... Member.
Representative of South Goa
Advocates Association, Margao

7. The Under Secretary (Establishment) to the Government of Goa Secretary.

The Board shall elect one Member from among the members of the Board, who shall be Treasurer of the Board.

A person elected or recommended as a Member of the Board shall hold office for a period of four years or for the duration of his membership in the Bar Association or Bar Council, whichever is less.

This issues in supersession of earlier orders No. 8-1-1-2001/LD dated 19-04-2002 and No. 8-1-1-2001/LD-Estt/1880 dated 09-11-2010.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 14th February, 2011.

Department of Personnel

Order

No. 7/18/75-PER(PF.)

On the recommendation of Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/1(1)/90/322 dated 20-01-2011, Governor of Goa is pleased to promote Shri P. S. Gude, Joint Director of Accounts in the Directorate of Accounts, Panaji to the post of Director of Accounts (Group 'A' Gazetted) in the Pay Band—3 ` 15,600-39,100+Grade Pay ` 7,600/-.

Shri Gude shall be on probation for a period of two years from the date he assumes charge of the post of Director of Accounts.

He shall exercise option for pay fixation within a period of one month from the date of issue of this Order in terms of F.R. 22 (I) (a) (1).

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 7th February, 2011.

Order

No. 6/9/2009-PER (Part-II)

Shri Sanjeev M. Gadkar, Director of Women & Child Development and holding additional charge

of the post of Secretary, Goa Konkani Academy, shall also hold charge of the post of Director of Official Language, in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 14th February, 2011.

Order

No. 6/2/2002-PER (Part)

Shri Sabaji P. Shetye, Deputy Collector & SDM, Panaji, also functioning as Administrator, Serula Comunidade, shall also hold charge of the post of Administrator of Comunidades, North Zone, Mapusa thereby relieving Shri Narayan M. Gad, Deputy Collector & SDM, Bicholim of the additional charge, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 16th February, 2011.

Order

No. 6/12/2010-PER

Read: Order No. 3/5/89-PER (Part) dated 17-11-2000.

In partial modification to the Order dated 17-11-2000, read in preamble, Government is pleased to order that officers posted in Secretariat and drawing scale of PB-4 (` 37,400-67,000 + Grade Pay of ` 8,700/-) or its equivalent shall be designated as Additional Secretary to the Government and officers posted in the Secretariat and drawing salary in PB—3 (` 15,600-39,100 + Grade Pay of ` 7,600/-) shall be designated as Joint Secretary to the Government.

This supersedes earlier Order bearing No. 3/5/89-PER (Part) dated 17-11-2000, read above.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 17th February, 2011.

Department of Public Health

Order

No. 22/4/2003-I/PHD

Government is pleased to appoint the following Officers on contract basis as Medical Officers with the posting as indicated in Col. No. 3 against their names under Directorate of Health Services with immediate effect for a period of one year or till the posts are filled on regular basis, whichever is earlier on monthly emoluments of Rs. 30,000/- (Rupees thirty thousand only).

Sr. No.	Name of the Doctor	Place of posting
1.	Dr. Vedha N. Pednekar	Primary Health Centre, Siolim.
2.	Dr. Amita Kalangutkar	CHC, Valpoi.
3.	Dr. Omkar D. Morajkar	RMD, Collem.
4.	Dr. Shweta V. Lotlikar	Primary Health Centre, Shiroda.
5.	Dr. Maitreyee J. Kamat	CHC, Pernem.
6.	Dr. Siona Xavier	Hospicio Hospital, Margao.
7.	Dr. Sankesh V. Fadte	CHC, Valpoi.
8.	Dr. Arsy Rebello	CHC, Curchorem.
9.	Dr. Sidhesh S. Tirodkar	Hospicio Hospital, Margao.
10.	Dr. Madhavi V. Patil	Asilo Hospital, Mapusa.
11.	Dr. Romilda Rebelo	CHC, Canacona.
12.	Dr. Karishma G. Kalangutkar	PH, Candolim.
13.	Dr. Soniya S. Vengurlekar	Hospicio Hospital, Margao.
14.	Dr. Radhesh S. Kerkar	Asilo Hospital, Mapusa.
15.	Dr. Sneha G. Kamat	RMD, Cuncolim.

The appointment of above officers shall be subject to the terms and conditions contained in the agreement to be executed by them with the Government.

Consequent upon the appointment of the above, the following transfers are ordered with immediate effect:

Sr. No.	Name of the Medical Officers	Present place of posting	Posted at
1.	Dr. Nixon Martins Fernandes	PHC, Chinchinim	PHC, Balli.
2.	Dr. Poonam Verenkar	PHC, Balli	Hospicio Hospital, Margao.
3.	Dr. Jose Oscar Rosario Lourence	Hospicio Hospital, Margao	RMD, Orlim.
4.	Dr. Rajesh V. Thomke	Hospicio Hospital, Margao	RMD, Agonda.
5.	Dr. Vallabh Nadkarni	Hospicio Hospital, Margao	CHC, Curtorim.
6.	Dr. Jayanti Dessai	PHC, Chinchinim (RMD, Varca Orlim).	T. B. Hospital, Margao.
7.	Dr. Tejan Lotlikar	PHC, Curtorim	PHC, Chinchinim.
8.	Dr. Vijaya Halarnekar	T.B. Hospital, Margao	Hospicio Hospital, Margao.
9.	Dr. Sidhi Kassar	CHC, Valpoi (RMD, Dongurlem, Thane)	RMD, Thane Satari (3 days Thane) (3 days Guleli).

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 11th February, 2011.

Order

No. 7/18/2009-III/PHD

Sanction of the Government is hereby conveyed permitting Dr. Nayana S. Naik, Lecturer in Psychiatry in the Institute of Psychiatry and Human Behaviour to rejoin her duties in the Institute of Psychiatry and Human Behaviour, Bambolim-Goa with immediate effect by curtailing the extraordinary leave granted to her vide Government Order No. 7/18/2009-III/PHD dated 29-06-2010, in terms of the Government Notification No. 2/5/95-PER dated 23-09-2008.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 14th February, 2011.

Order

No. 47/64/2010-I/PHD

The ex post facto approval of the Goa Public Service Commission is hereby conveyed for extension of ad hoc appointment of Dr. Pradeep Padwal, Dy. Director under the Directorate of Health Services during the period from 25-06-2009 to 24-06-2010.

Further the ad hoc appointment of Dr. Pradeep Padwal, Dy. Director under the Directorate of Health Services is extended for the further period of one year w.e.f. 25-06-2010 to 24-06-2011 or till the post is filled on regular basis, whichever is earlier.

This is issued with the approval of Goa Public Service Commission as conveyed vide its letter No. COM/II/11/24(2)/92/2180 dated 20-12-2010.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 16th February, 2011.

Order

No. 4/2/2004-IV/PHD

Read: Memorandum No. 4/2/2004-IV/PHD(E) dated 11-01-2011.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/14(5)/2010/282 dated 29-11-2010, Government is pleased to appoint Dr. Kristlee Sabrin Fernandes to the post of Lecturer in Conservative Dentistry and Endodontics, in the Goa Dental College and Hospital, Bambolim on temporary basis in the Pay Band—3 ` 15,600-39,100 + Grade Pay of ` 5,400/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Kristlee Sabrin Fernandes shall be on probation for a period of one year.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter notice by the Government on verification of character and antecedents, his services will be terminated. He has been declared medically fit by the Medical Board.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 28th January, 2011.

Certificate

No. 44/1/2011-I/PHD

Read: 1) Memorandum No. 45/1/2004-I/PHD dated 29-11-2010.

2) Government Order No. 45/1/2004-I/PHD dated 08-12-2010.

Certified that the character and antecedents of Dr. Trupti Prabhu Dabholkar, Junior Radiologist (Group 'A' Gazetted) under Directorate of Health Services has been verified by the District Magistrate, North Goa and nothing adverse has come to the notice of the Government. She has also been declared as medically fit by the Medical Board, Goa Medical College.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 18th February, 2011.

Department of Public Works

Office of the Principal Chief Engineer

Corrigendum

No. 34/2/2010/PCE-PWD-ADM(II)/36

Read: Order No. 34/2/2010/PCE-PWD-ADM(II)/28 dated 11-02-2011.

The words "As Surveyor of Works, Circle Office IV, Margao in the existing vacancy" appearing in column No. (4) against the Officer at Sr. No. (1) of the order read in preamble shall be substituted with the following words:

"As Surveyor of Works, Circle Office IV, Margao in the existing vacancy thereby relieving Shri Dilip V. Mulgaonkar of the addl. Charge".

Similarly, the words "On deputation to DRDA, South Margao as Executive Engineer, thereby relieving Shri Dilip V. Mulgaonkar of the addl. Charge" appearing in column No. (4) against the Officer at Sr. No. (2) of the order read in preamble shall be substituted with the following words:

"On deputation to DRDA, South, Margao as Executive Engineer, thereby relieving Shri P. A. N. Gurav of the addl. Charge".

By order and in the name of the Governor of Goa.

J. J. S. Rego, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 16th February, 2011.

Department of Revenue

Notification

No. 23/2/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road to Dadeshwar Temple at Narva Village Panchayat Sao Mathias, Tiswadi Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (LA), North Goa District, Panaji-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the

following Officers to do the acts, specified therein in respect of the said land.

- 1) The Collector, North Goa District, Panaji-Goa.
- 2) The Deputy Collector (LA), North Goa District, Panaji-Goa.
- 3) The Executive Engineer, WD-II, (Road), PWD, Panaji-Goa.
- 4) The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (LA), North Goa District, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi		Village: Naroa
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
3/1 p	O: 1. Felix Pereira Silveira. H.O: A. Felix Silveira. B. Dadeshwar Temple. C. Felix Silveira. H.O: D. Gopinath Bablo Bhomkar (180).	1275
46/3 p	O: 1. Felix Pereira Silveira. H.O: E. Pedro Souza. F. Laxman Bamno Narvenkar (180).	1750
5/1 p	O: 1. Felix Pereira Silveira. H.O: A. Inacio D'Souza. Jose Francisco D'Souza. B. Chandrakant Mukund Kawlekar. A.1. Pattries D'Souza. H.O: D. Inacio D'Souza.	1425
7/1 p	O: 1. Comunidade of Naroa.	485
7/4 p	O: 1. Simao Doming Fernandes. 2. Luis Doming Fernandes.	125
7/3 p	O: 1. Rui Casseres.	60
7/2 p	O: 1. Eugenia Antoniat Martin e Pereira.	325

1	2	3
<i>Boundaries :</i>		
North: S. No. 3/1, 7/1, S. No. 5.		
South: S. No. 7/2, 3, 4, S. No. 5.		
East : S. No. 3/1, S. No. 4, S. No. 5.		
West : S. No. 3/1, 46/3, S. No. 5, Road.		
		Total: 5445

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I/II).

Porvorim, 16th February, 2011.



Department of Tribal Welfare

Directorate of Tribal Welfare

—

Order

No. 1/6/2011-DTW/312

In exercise of the powers conferred by
Section 3 of the Goa Commission for Scheduled

Caste and Scheduled Tribes Act, 2010 (Goa Act 9 of 2010); the Government of Goa is pleased to appoint Shri Pandurang A. Madkaikar, as Chairperson of the Goa Commission for Scheduled Caste and Scheduled Tribes with immediate effect.

2. The Chairperson shall unless otherwise disqualified, hold office for a term of three years from the date he assumes office or until he attains the age of sixty-five years whichever is earlier.

3. Government is further pleased to award Cabinet rank status to Shri Pandurang A. Madkaikar as Chairperson of the Goa Commission for Scheduled Caste and Scheduled Tribes.

By order and in the name of the Governor
of Goa.

Tahang Taggu, Ex officio Joint Secretary &
Director of Tribal Welfare.

Panaji, 14th February, 2011.

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